



## REQUEST FOR PROPOSAL

<b>RFP Number:</b> <b>16-306</b>	<b>RFP Title:</b> <b>Fire Department Uniforms &amp; Insignia</b>	
<b>RFP Due Date and Time:</b> <b>Local Time: November 15, 2016 @ 2:00pm</b>		<b>Number of Pages:</b>

ISSUING DEPARTMENT INFORMATION	
<b>Issue Date:</b> <b>October 19, 2016</b>	
<b>City of Johns Creek</b> <b>Administrative Department</b> <b>12000 Findley Rd., Suite-400</b> <b>Johns Creek, Ga. 30097</b>	<b>Phone: 678-512-3233</b> <b>Fax: 678-512-3244</b>  <b>Website: <a href="http://www.johnscreekga.gov">www.johnscreekga.gov</a></b>

INSTRUCTIONS TO OFFERORS	
<b>Return Proposal to:</b>  <b>City of Johns Creek</b> <b>Purchasing Division</b> <b>12000 Findley Rd., Ste.-400</b> <b>Johns Creek, Georgia 30097</b>	<b>Mark Face of Envelope/Package:</b>  <b>RFP Number 16-306</b> <b>RFP Due Date: 11/15/16 @ 2:00PM</b>  <b>Special Instructions:</b>
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

OFFERORS MUST COMPLETE THE FOLLOWING	
<b>Offeror Name/Address:</b>	<b>Authorized Offeror Signatory:</b>  (Please print name and sign in ink)
<b>Offeror Phone Number:</b>	<b>Offeror FAX Number:</b>
<b>Offeror Federal I.D. Number:</b>	<b>Offeror E-mail Address:</b>

**OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE**

## OFFEROR'S RFP CHECKLIST

### The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Johns Creek

1. \_\_\_\_\_ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. \_\_\_\_\_ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the **only** person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. \_\_\_\_\_ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4. \_\_\_\_\_ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the City’s website and will include all questions asked and answered concerning the RFP.
5. \_\_\_\_\_ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. \_\_\_\_\_ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. \_\_\_\_\_ **Use the forms provided**, i.e., cover page, sample budget form, certification forms,
8. \_\_\_\_\_ **Check the CITY/DOAS website for RFP addenda.** Before submitting your response, check the CITY/DOAS website at [www.johnscreekga.gov](http://www.johnscreekga.gov) ; <http://ssl.doas.georgia.gov> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. \_\_\_\_\_ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. \_\_\_\_\_ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are never accepted.

**This checklist is provided for assistance only and should not be submitted with Offeror’s Response.**

## **CITY OF JOHNS CREEK**

### **PROPOSAL LETTER**

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposal/Qualifications (RFP) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFP.

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Office, City of Johns Creek, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Johns Creek.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City of Johns Creek reserves the right to reject any or all submittals, waive technicalities, and informalities, and to make an award in the best interest of the city.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

#### **PROPOSAL SIGNATURE AND CERTIFICATION**

(Offeror to sign and return with proposal)

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature\_\_\_\_\_Date\_\_\_\_\_

Print/Type Name\_\_\_\_\_

Print/Type Company Name Here\_\_\_\_\_

# CITY OF JOHNS CREEK

## DISCLOSURE FORM

**This form is for disclosure of campaign contributions and family member relations with City of Johns Creek officials/employees.**

**Please complete this form and return as part of your RFP package when it is submitted.**

**Name of Offeror** \_\_\_\_\_

**Name and the official position of the Johns Creek Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)**

\_\_\_\_\_

**List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Johns Creek Official.**

**Amount/Value**

**Description**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Please list any family member that is currently (or has been employed within the last 12 months) by the City of Johns Creek and your relation:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## **1.0     INTRODUCTION**

### **1.1     Purpose of Procurement**

The City of Johns Creek is seeking proposals from qualified uniform providers for the Fire Department Uniforms and Insignia per attached specifications.

This document defines the scope of work and the responsibilities of the consultant. It is imperative that the project be managed with the utmost regard to cost, schedule and quality control by all participants.

### **1.2     Proposal Certification**

Pursuant to the provisions of the Official Code of Georgia Annotated 36-60-13, the City of Johns Creek certifies the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition described in this RFP. All proposals submitted pursuant to this request will be made in accordance with the provisions of this RFP.

### **1.3     Schedule of Events**

**See attached Schedule of Events-Attachment B**

### **1.4     Restrictions on Communications with Staff**

All questions about this RFP must be submitted in the following format:  
Company Name

1. Question  
Citation of relevant section of the RFP
2. Question  
Citation of relevant section of the RFP

Questions must be directed in writing to the Issuing Officer:

John T. Henderson, CPPB  
Purchasing Manager  
City of Johns Creek  
12000 Findley Rd. Suite-400  
Johns Creek, Ga. 30097  
(e-mail: [john.henderson@johnscreekga.gov](mailto:john.henderson@johnscreekga.gov))  
678-512-3233

**Questions must include the company name and the referenced RFP section.**

From the issue date of this RFP until a contractor is selected and the selection is announced, Offerors are not allowed to communicate for any reason with any City staff, elected officials, or other contractors or sub-contractors except through the Issuing Officer named herein, or

during the Offeror's conference, or as provided by existing work agreement(s). The City reserves the right to reject the proposal of any Offeror violating this provision. All questions concerning this RFP must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than written will be accepted. No response other than written will be binding upon the City.

## **1.5 Definition of Terms**

**OCGA** - Official Code of Georgia Annotated (State Statute)

**Offeror** – Respondent to this Request for Proposals

**RFP** - Request for Proposals

## **1.6 Description of Requirements**

The City of Johns Creek has established certain requirements with respect to Proposals/ to be submitted by offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFP, the specification being referred to is a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of offeror's proposal.

Whenever the terms "can", "may", or "should" are used in the RFP, the specification being referred to is a desirable and failure to provide any items so termed may not be cause for rejection, however, will probably cause a reduction in score awarded.

### **1.6.1 Resulting Contract**

This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The City's contract contains the contract terms and conditions which will form the basis of any contract between the City and the highest scoring offeror. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

### **1.6.2 Mandatory Requirements**

To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements. The City will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.



### **1.6.3 Understanding of Specifications and Requirements**

By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

### **1.6.4 Prime Contractor/Subcontractors**

The highest scoring offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

### **1.6.5 Offeror's Signature**

The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the City of Johns Creek from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

## **1.7 Submitting a Proposal**

### **1.7.1 Organization of Proposal**

Offerors must organize their proposal into sections that follow the format of this RFP, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

**“(Offeror's Name)” understands and will comply.**

### **1.7.2 Failure to Comply with Instruction**

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

### **1.7.3 Multiple Proposals**

Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

### **1.7.4 Copies Required and Deadline for Receipt of Proposals**

Offerors must submit three (3) original submittals and one (1) copy on CD's to the City of Johns Creek. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFP #16-306. **Proposals must be received at the receptionist's desk of the City of Johns Creek Finance Department prior to 2:00 pm local time November 15, 2016.**

### **1.7.5 Late Proposals**

***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

## **1.8 Required Review**

### **1.8.1 Review RFP**

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

### **1.8.2 Form of Questions.**

Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before November 2, 2016. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

### **1.8.3 City's Answers.**

The City will provide an official written answer response to all questions received by November 4, 2016. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted on the State of Georgia/DOAS website alongside the posting of the RFP at [www.cityofjohnscreekga.us](http://www.cityofjohnscreekga.us); <http://ssl.doas.georgia.gov> by the close of

business on the date listed. Offerors must sign and return any addendum with their RFP response.

#### **1.8.4 Standard Terms and Conditions/Standard Contract.**

Much of the language included in the standard terms and conditions reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to the procurement officer referenced above and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed by the City's Legal Department.

#### **1.8.5 Project Oversight and Staffing**

The successful offeror will report to **Chris Coons**; [chris.coons@johnscreekga.gov](mailto:chris.coons@johnscreekga.gov) , **phone:678-512-3200**. Project status is mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.

## **2.0 RFP STANDARD INFORMATION**

### **2.1 Authority**

This RFP is issued under the authority of the City of Johns Creek. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

### **2.2 Offeror Competition**

The City encourages free and open competition among offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

### **2.3 Receipt of Proposals and Public Inspection**

**2.3.1 Public Information.** All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after a recommendation for award has been presented to the City Council with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Johns Creek (3) any company financial information requested by the City of Johns Creek to determine Offeror responsibility, unless prior written consent has been given by the offeror; and (4) other constitutional protections.

**2.3.2 Procurement Officer Review of Proposals.** Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.3.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

## **2.4 Classification and Evaluation of Proposals**

### **2.4.1 Initial Classification of Proposals as Responsive or Non-responsive**

All proposals will initially be classified as either “responsive” or “non-responsive”. Proposals may be found non-responsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria City in the RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be non-responsive, it will not be considered further.

### **2.4.2 Determination of Responsibility**

The procurement officer will determine whether an offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of non-responsibility. If an offeror is found non-responsible, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

### **2.4.3 Evaluation of Proposals**

The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

### **2.4.4 Completeness of Proposals**

Selection and award will be based on the offeror’s proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

### **2.4.5 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration**

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Johns Creek, Georgia to discuss technical and

contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

#### **2.4.6 Best and Final Offer**

The "Best and Final Offer" is an option available to the City under the RFP process, which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

#### **2.4.7 Evaluation Committee Recommendation for Contract Award**

The evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification and rationale for its decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluation committee's recommendation.

#### **2.4.8 Request for Documents Notice**

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The procurement officer will notify all other offerors of the City's intent to begin contract negotiation with the highest scoring offeror.

#### **2.4.9 Contract Negotiation**

Upon issuance of the "Request for Documents Notice," the procurement officer and/or City representatives may begin contract negotiation with the responsive and responsible offeror whose proposal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring offeror.

#### **2.4.10 Contract Award**

Contract award, if any, will be made to the highest scoring offeror who provides all required documents and successfully completes contract negotiation.

### **2.5 City's Rights Reserved**

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Johns Creek to award and execute a

contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFP;
- reject any or all proposals received in response to this RFP;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

### **3.0 MANDATORY REQUIREMENTS**

This section identifies all mandatory requirements which must be present in the proposal before further consideration will be given. Offeror must prepare and submit a response which references the page(s) of the Technical Response where satisfaction of the Mandatory Requirements is substantiated.

#### **3.1 Background/Description**

The Johns Creek Fire Department has chosen to make changes in issued uniform items and specifications versus several previous issued items. This decision has resulted in the need to pursue a new uniform supplier contract.

#### **3.2 Objectives**

To establish new uniform vendor compliant with the new JCFD uniform specifications.

#### **3.3 Scope of Services**

- Alternatives will not be accepted for the below items unless specifically indicated. (This is an effort to maintain continuity in some of the currently deployed uniform items)
- Details of screen printing, sewn-on insignia placement, embroidery will be discussed with the contractor before the time of annual uniform ordering.
- Some examples of screen printing, embroidery and sewn-on insignias are included below for reference purposes.
- Prices / costs for each item must include all embroidery, sewn-on insignia and screen printing costs per item.

#### **3.4 Expectations/Deliverables**

Item Specifications: (Next Page)



Nomex Work Uniform							
Description	Additional Information	Color	Manufacturer	Item #	Embroidery / Sewn-On Insignia / Screen Printing	Comply (Y/N)	Cost Each
Men's Nomex Pant (Full Cut B)	Sizes 28-42	Navy	Workrite	WR-402NMXNV	N/A		
Men's Nomex Pant (Full Cut B)	Sizes 44-50	Navy	Workrite	WR-402NMXNV	N/A		
Men's Nomex Short Sleeve Shirt	Sizes 38-50	Navy	Workrite	WR-700NMXNV	Sewn-On Insignias & Name Strip		
Men's Nomex Short Sleeve Shirt	Sizes 52-54	Navy	Workrite	WR-700NMXNV	Sewn-On Insignias & Name Strip		
Men's Nomex Long Sleeve Shirt	Sizes 38-50	Navy	Workrite	WR-705NMXNV	Sewn-On Insignias & Name Strip		
Men's Nomex Long Sleeve Shirt	Sizes 52-54	Navy	Workrite	WR-705NMXNV	Sewn-On Insignias & Name Strip		
Ladies Nomex Pant	Sizes 4-20	Navy	Workrite	WR-401NMXNV	N/A		
Ladies Nomex Pant	Sizes 22-24	Navy	Workrite	WR-401NMXNV	N/A		
Ladies Nomex Short Sleeve Shirt	Sizes S-XL	Navy	Workrite	WR-701NMXNV	Sewn-On Insignias & Name Strip		
Ladies Nomex Short Sleeve Shirt	Size 2XL	Navy	Workrite	WR-701NMXNV	Sewn-On Insignias & Name Strip		
Ladies Nomex Long Sleeve Shirt	Sizes S-XL	Navy	Workrite	WR-706NMXNV	Sewn-On Insignias & Name Strip		
Ladies Nomex Long Sleeve Shirt	Size 2XL	Navy	Workrite	WR-706NMXNV	Sewn-On Insignias & Name Strip		
Officers Work Uniform							
Description	Additional Information	Color	Manufacturer	Item #	Embroidery / Sewn-On Insignia / Screen Printing	Comply (Y/N)	Cost Each
Men's 75/25 Poly/Cotton Pants	Sizes 28-58	Black	Southeastern Shirt Company	SSC	N/A		
Ladies 75/25 Poly/Cotton Pants	Sizes 2-26	Black	Southeastern Shirt Company	SSC	N/A		
Men's Long Sleeve 65/35 Poly/Cotton Shirt	Sizes 14.5 - 18.5	White	Southeastern Shirt Company	SSC-3103	Shoulder Sewn-On Patches and Rockers Only		
Men's Long Sleeve 65/35 Poly/Cotton Shirt	Sizes 19-20-22	White	Southeastern Shirt Company	SSC-3103	Shoulder Sewn-On Patches and Rockers Only		
Men's Short Sleeve 65/35 Poly/Cotton Shirt	Sizes 14.5 - 18.5	White	Southeastern Shirt Company	SSC-3203	Shoulder Sewn-On Patches and Rockers Only		
Men's Short Sleeve 65/35 Poly/Cotton Shirt	Sizes 19-20-22	White	Southeastern Shirt Company	SSC-3203	Shoulder Sewn-On Patches and Rockers Only		
Ladies Long Sleeve 65/35 Poly/Cotton Shirt	Sizes 28-44	White	Southeastern Shirt Company	SSC-L3103	Shoulder Sewn-On Patches and Rockers Only		
Ladies Long Sleeve 65/35 Poly/Cotton Shirt	Sizes 46-50	White	Southeastern Shirt Company	SSC-L3103	Shoulder Sewn-On Patches and Rockers		

					Only		
Ladies Short Sleeve 65/35 Poly/Cotton Shirt	Sizes 28-44	White	Southeastern Shirt Company	SSC-L3203	Shoulder Sewn-On Patches and Rockers Only		
Ladies Short Sleeve 65/35 Poly/Cotton Shirt	Sizes 46-50	White	Southeastern Shirt Company	SSC-L3203	Shoulder Sewn-On Patches and Rockers Only		
<b>Foot Wear</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Bates Dress Shoe (High Gloss)	Sizes D/E/EEE 6-15	Black	Bates	BT-942	N/A		
Belleville KHYBER Water Proof 8" Side Zip	Sizes M & EW 7-15	Black	Belleville	TR960Z WP	N/A		
5.11 A.T.A.C. 8" Side Zip (Not Waterproof)	Sizes M & EW 7-15	Black	5.11	12001	N/A		
Belleville TR Chrome 6" side Zip	Sizes M 4-14 & EW 7-14	Black	Belleville	TR916Z	N/A		
<b>Outer Wear</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Job Shirt	Sizes S-5XL	Navy	Game	GM-8020-D	Embroidery (No Sewn-On Insignias)		
Job Shirt	Sizes S-XL (Command Staff Only)	Black	Game	GM-8020-D	Embroidery (No Sewn-On Insignias)		
5.11 Fleece Jacket	Sizes S-5XL	Navy	5.11	511-48038-724	Embroidery (No Sewn-On Insignias)		
5.11 Fleece Jacket	Sizes S-5XL (Command Staff Only)	Black	5.11	511-48038-724	Embroidery (No Sewn-On Insignias)		
Quilted Nylon Jacket	Sizes S-XL	Navy	Game	GM-1221-J	Embroidery (No Sewn-On Insignias)		
Quilted Nylon Jacket	Sizes 2XL-5XL	Navy	Game	GM-1221-J	Embroidery (No Sewn-On Insignias)		
Rain Jacket ("Fire" On rear)	Sizes S-5XL	Fluorescent	Spiewak	SW-S366V	Screen Print on Rear Only		
<b>Active Wear</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Sweat Shirt Crew Neck	Sizes S-XL	Navy	Russell	RS-698HBMO-NV	Screen Print Front & Rear		
Sweat Shirt Crew Neck	Sizes 2XL-3XL	Navy	Russell	RS-698HBMO-NV	Screen Print Front & Rear		
Sweat Shirt Hooded w/ Zipper	Sizes S-XL	Navy	Russell	RS-697HBMO-NV	Screen Print Front & Rear		
Sweat Shirt Hooded w/ Zipper	Sizes 2XL-3XL	Navy	Russell	RS-697HBMO-NV	Screen Print Front & Rear		
Sweat Pants	Sizes S-XL	Navy	Russell	RS-696HBMO-NV	Screen Print Front		

Sweat Pants	Sizes 2XL-3XL	Navy	Russell	RS-696HBMO-NV	Screen Print Front		
Mesh Exercise Shorts	Sizes S-2XL	Navy	Russell	AB-803	Screen Print Front		
<b>Tee Shirts</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Short Sleeve Tee Shirt	Sizes S-4XL	Navy	Russell	AB-G200	Screen Print Front & Rear		
<b>Accessories, Socks, Head Wear</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Baseball Cap Low Profile	Adjustable Back	Navy	Otto	OT-19-536-004	Embroidery on Front Only		
Baseball Cap Pro Mesh	Sizes S-XL	Navy	Otto	OT-11-975-004	Embroidery on Front Only		
Baseball Cap Low Profile	Adjustable Back (Chief Officers Only)	Black	Otto	OT-19-536-003	Embroidery on Front Only		
Baseball Cap Pro Mesh	Sizes S-XL (Chief Officers Only)	Black	Otto	OT-11-975-003	Embroidery on Front Only		
Boonie Hat - LETTERS	Sizes S-XL	Navy	Tru Spec	TS-3312	Embroidery on Front Only		
Watch Cap Fleece - LOGO	Sizes S-XL	Navy	Tru Spec	TS-3590	Embroidery on Front Only		
Basket Weave Leather Belt (1-3/4")	Sizes 30-50	Black	Safariland	SF51	N/A		
Nylon Rescue Belt	Sizes 28-52	Black	CMC	CMC20242	N/A		
Clip On Tie	Sizes 18,20,22	Black	Hamburger Woolen Co.	Cliptie	N/A		
Four N Hand Tie	Lengths 57 or 61	Black	Hamburger Woolen Co.	4HAND	N/A		
Ladies Cross Over Tie	N/A	Black	Hamburger Woolen Co.	Crosstie-1BK	N/A		
<b>Metal Badges and Insignias</b>							
<b>Description</b>	<b>Additional Information</b>	<b>Color</b>	<b>Manufacturer</b>	<b>Item #</b>	<b>Embroidery / Sewn-On Insignia / Screen Printing</b>	<b>Comply (Y/N)</b>	<b>Cost Each</b>
Name Plate	1st Initial, Middle Initial, Last Name	Silver	Smith Warren	SW-C558	N/A		
Name Plate	1st Initial, Middle Initial, Last Name	Gold	Smith Warren	SW-C558	N/A		
Metal Breast Badge	Firefighter	Silver	Smith Warren	SW-S158-C197RE	N/A		
Metal Breast Badge	FAO	Silver	Smith Warren	SW-S158-FAO	N/A		
Metal Breast Badge	Sergeant (Chevrons)	Silver	Smith Warren	SW-S158-CHEV -RS	N/A		
Metal Breast Badge	Lieutenant (1 Bugle)	Silver	Smith Warren	SW-S158-C181RE	N/A		
Metal Breast Badge	Captain (2 Bugles)	Silver	Smith Warren	SW-S158-C183RE	N/A		
Metal Breast Badge	Battalion Chief (2	Gold	Smith Warren	SW-S158-C175RE	N/A		

	<i>Crossed Bugles</i>						
Metal Breast Badge	<i>Division Chief (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-S158-C175RE	N/A		
Metal Breast Badge	<i>Fire Marshal (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-S158-C177RE	N/A		
Metal Breast Badge	<i>Assistant Chief (3 Crossed Bugles)</i>	Gold	Smith Warren	SW-S158-C177RE	N/A		
Metal Breast Badge	<i>Deputy Chief (4 Crossed Bugles)</i>	Gold	Smith Warren	SW-S158-C187RE	N/A		
Metal Breast Badge	<i>Fire Chief (5 Crossed Bugles)</i>	Gold	Smith Warren	SW-S158 -C189R	N/A		
Metal Collar Brass (Pair)	<i>Sergeant (Chevrons)</i>	Silver	Smith Warren	SW-C558SV	N/A		
Metal Collar Brass (Pair)	<i>Lieutenant (1 Bugle)</i>	Silver	Smith Warren	SW-C115SV	N/A		
Metal Collar Brass (Pair)	<i>Captain (2 Bugles)</i>	Silver	Smith Warren	SW-C116SV	N/A		
Metal Collar Brass (Pair)	<i>Battalion Chief (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-C118GLD	N/A		
Metal Collar Brass (Pair)	<i>Division Chief (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-C118GLD	N/A		
Metal Collar Brass (Pair)	<i>Fire Marshal (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-C118GLD	N/A		
Metal Collar Brass (Pair)	<i>Assistant Chief (3 Crossed Bugles)</i>	Gold	Smith Warren	SW-C119GLD	N/A		
Metal Collar Brass (Pair)	<i>Deputy Chief (4 Crossed Bugles)</i>	Gold	Smith Warren	SW-C122GLD	N/A		
Metal Collar Brass (Pair)	<i>Fire Chief (5 Crossed Bugles)</i>	Gold	Smith Warren	SW-C121GLD	N/A		
Loose JCFD Patch	Loose JCFD Patch	N/A	Various (to match existing)	Various (to match existing)	N/A		
Dress Cap Insignia	<i>Firefighter (w/ Hat Badge #)</i>	Silver	Smith Warren	SW-M117(M217)SLV	N/A		
Dress Cap Insignia	<i>FAO (w/ Hat Badge #)</i>	Silver	Smith Warren	SW-M117(217)SLV	N/A		
Dress Cap Insignia	<i>Sergeant (w/ Hat Badge #)</i>	Silver	Smith Warren	SW-M117(217)SLV	N/A		
Dress Cap Insignia	<i>Lieutenant (1 Bugle)</i>	Silver	Smith Warren	SW-C105 SILVER	N/A		
Dress Cap Insignia	<i>Captain (2 Bugles)</i>	Silver	Smith Warren	SW-C117 SILVER	N/A		
Dress Cap Insignia	<i>Battalion Chief (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-111 GLD	N/A		
Dress Cap Insignia	<i>Division Chief (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-111 GLD	N/A		
Dress Cap Insignia	<i>Fire Marshal (2 Crossed Bugles)</i>	Gold	Smith Warren	SW-111 GLD	N/A		
Dress Cap Insignia	<i>Assistant Chief (3 Crossed Bugles)</i>	Gold	Smith Warren	SW-104 GLD	N/A		
Dress Cap Insignia	<i>Deputy Chief (4 Crossed Bugles)</i>	Gold	Smith Warren	SW-103 GLD	N/A		
Dress Cap Insignia	<i>Fire Chief (5 Crossed Bugles)</i>	Gold	Smith Warren	SW-102 GLD	N/A		

Dress Uniform							
Description	Additional Information	Color	Manufacturer	Item #	Embroidery / Sewn-On Insignia / Screen Printing	Comply (Y/N)	Cost Each
Men's Dress Coat (Class A)	Sizes 38-54 (S-R-L)	Black	Marlow White	AC-226BL	Shoulder Patches Only		
Ladies Dress Coat (Class A)	All Sizes	Black	Marlow White	AC-female-226BL	Shoulder Patches Only		
Men's 75/25 Poly/Wool Pants	Sizes 28-58	Black	Southeastern Shirt Co.	SSC ?	N/A		
Ladies 75/25 Poly/Wool Pants	Sizes 2-26	Black	Southeastern Shirt Co.	SSC ?	N/A		
Sleeve Stripes-Mylar	Fire Chief (5)	Gold	Various (to match existing)	Fire Chief (5)	N/A		
Sleeve Stripes-Mylar	Deputy Chief (4)	Gold	Various (to match existing)	Deputy Chief (4)	N/A		
Sleeve Stripes-Mylar	Assistant Chief (3)	Gold	Various (to match existing)	Assistant Chief (3)	N/A		
Sleeve Stripes-Mylar	Division Chief (2 w/ thin in middle)	Gold	Various (to match existing)	Division Chief (2 w/ thin in middle)	N/A		
Sleeve Stripes-Mylar	Battalion Chief (2)	Gold	Various (to match existing)	Battalion Chief (2)	N/A		
Sleeve Stripes-Mylar	Captain (2)	Silver	Various (to match existing)	Captain (2)	N/A		
Sleeve Stripes-Mylar	Lieutenant (1)	Silver	Various (to match existing)	Lieutenant (1)	N/A		
Years of Service Insignias-Mylar	1=5 years	Silver	Various (to match existing)	1=5 years	N/A		
Years of Service Insignias-Mylar	1=5 years	Gold	Various (to match existing)	1=5 years	N/A		
Men's Dress Trousers	Sizes 28-60	Black	Various (to match existing)	AC-229BL	N/A		
Ladies Dress Trousers	Sizes 2-24	Black	Various (to match existing)	AC-female229BL	N/A		
Chief Officer Dress Hat (Gold Band)	Battalion / Division Chief (2 flames)	Black/White	Midway	MC-113	N/A		
Chief Officer Dress Hat (Gold Band)	Assistant Chief (4 Flames)	Black/White	Midway	MC-113	N/A		
Chief Officer Dress Hat (Gold Band)	Deputy/Fire Chief (6 Flames)	Black/White	Midway	MC-113	N/A		
Captain / Lieutenant Dress Hat	No Flames w/ Silver Metal Band	Black/White	Midway	MC-114	N/A		
FF/FAO/SGT Dress Hat	No Flames/ w/ Black Patent Leather Band	Black	Midway	MC-114	N/A		
Headquarters / Administrative Staff							
Description	Additional Information	Color	Manufacturer	Item #	Embroidery / Sewn-On Insignia / Screen Printing	Comply (Y/N)	Cost Each
5.11 Tactical Pants	TACLITE Pro. Rip Stop	Khaki	5.11	511-74273	N/A		
5.11 Tactical Polo (Poly)	Performance Polo	Navy	5.11	511-71049	Embroidery on Front Only		

## **PROPOSAL SUBMISSION AND EVALUATION**

### **4.1 Process for Submitting Proposals**

#### **4.1.1 Preparation of Proposal**

Each proposal should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the technical proposal, the Offeror should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

#### **4.1.2 Packaging of Proposal**

The Offeror's proposal in response to this RFP must be divided into two appropriately labeled and sealed packages - a Technical Submission and a Financial Proposal.

The contents of each package will include:

1. Technical Submission
  - Proposal Certification
  - Technical Proposal, addressing all requirements in Section 3.0
2. Financial Proposal
  - The Offeror must use the Financial Proposal form

### **Do not include cost information in the Technical Proposal**

Mark the outside of shipping package as follows:

Name of Company

Phone Number and Point of Contact for Company

RFP # 16-306

**Due no later than November 15, 2016 @ 2:00 P.M. Eastern Time**

#### **4.1.3 Number of Proposal Copies**

1. Technical Proposal
  - three (3) originals (marked "Original")
  - one (1) copy on (CD)
2. Financial Proposal
  - three (3) originals (marked "Original")
  - one (1) copy on (CD)

#### **4.1.4 Submission of Proposals**

Proposals must be submitted to:

CITY OF JOHNS CREEK  
12000 Findley Rd., Suite-400  
Johns Creek, Ga. 30097  
Attn: John T. Henderson

**Any proposal received after the due date and time will not be evaluated.**

#### **4.2 Evaluation Process**

The evaluation of proposals received on or before the due date and time will be conducted in the following phases. The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the City.

##### **4.2.1 Administrative Review**

The proposals will be reviewed by the Issuing Officer for the following administrative requirements:

1. Submitted by deadline
2. Separately sealed Technical Submission and Financial Proposal
3. All required documents have been submitted
4. Technical Submission does not include any information from the Financial Proposal
5. All documents requiring an original signature have been signed and are included

##### **4.2.2 Mandatory Requirements Review**

Proposals which pass the administrative review will then be reviewed by the Technical Evaluation Team to ensure all requirements identified in Section 3.0 are addressed satisfactorily.

### **4.2.3 Technical Proposal Evaluation**

In this phase, the Evaluation Committee will evaluate the quality and completeness of each technical submittal as it addresses each requirement of the RFP. The RFP carries a total weight of 100 points. Technical submittals will be evaluated and scored in categories. Each category is assigned a maximum point value. Technical submittals must receive at least 70 points (70%) to be further evaluated.

The following items are evaluation criteria for all qualifying submittals and will be rated on a point basis by the Evaluation Committee. Offerors must provide all information as required in Section II and Section III.

- **Qualifications & Experience** (40%)
- **Project Understanding/Approach** (30%)
- **Work Schedule/Cost** (20%)
- **References** (10%)

#### **Staffing, Qualifications, Experience**

- Qualifications of individual key staff.
- Successful firm/team experience of similar scope and complexity.
- Knowledge of City services and service delivery.

#### **Approach/Methodology**

- Understanding of project requirements.
- Suitability of proposed services, and quality assurance.
- Methods proposed to meet the City's objective.
- Completeness, adequacy, and responsiveness to RFP.

#### **Schedule/Cost**

- Overall master schedule to complete the project
- Availability of key staff for the work proposed.

### **4.2.4 Site Visits and Oral Presentations**

The City reserves the right to conduct site visits or to invite Offerors to present their technical solution to the Technical Evaluation Team. The Financial Proposal must not be discussed during the oral presentation.

### **4.2.5 Identification of Apparent Successful Offeror**

The resulting Financial Proposal scores will be combined with the Technical Proposal score. The Offeror with the highest combined technical and financial score will be identified as the apparent successful Offeror.



### **4.3 Rejection of Proposals/Cancellation of RFP**

The City reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject proposals **that do not contain all elements and information requested in this document**. The City reserves the right to cancel this RFP at any time. The City will not be liable for any cost/losses incurred by the Offerors throughout this process.

### **4.4 City's Right to Investigate and Reject**

The City may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified.

#### **4.4.1 Offeror Informational Requirements**

In determining the capabilities of an offeror to perform the services specified herein, the following informational requirements must be met by the offeror. (Note: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

##### **4.4.1.1 References**

Offeror shall provide a minimum of **5 (five)** references that are using services of the type proposed in this RFP. At a minimum, the offeror shall provide the company name, the location where the services were provided, contact person(s), customer's telephone number, a complete description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The City reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

##### **4.4.1.2 Resumes/Company Profile and Experience**

Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract.

##### **4.4.1.3 Method of Providing Services**

Offeror should provide a description of the work plan and the methods to be used that will convincingly demonstrate to the City what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished.

#### **4.4.1.4 Offeror Financial Stability**

Offerors shall demonstrate their financial stability to supply, install and support the services specified by: (1) providing financial statements, preferably audited, for the 2 (two) consecutive years immediately preceding the issuance of this RFP, and (2) providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

## **5.0     TERMS AND CONDITIONS**

### **5.1     RFP Amendments**

The City reserves the right to amend this RFP prior to the proposal due date. All amendments and additional information will be posted to the DOAS/Georgia Procurement Registry, located at: [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp). Offerors are encouraged to check this website frequently.

### **5.2     Proposal Withdrawal**

A submitted proposal may be withdrawn prior to the due date by a written request to the Issuing Officer. A request to withdraw a proposal must be signed by an authorized individual.

### **5.3     Cost for Preparing Proposals**

The cost for developing the proposal is the sole responsibility of the Offeror. The City will not provide reimbursement for such costs.

### **5.4     Contract**

Prior to award, the apparent winning Offeror will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within one (1) week of notification. Failure to resolve contractual differences will lead to rejection of the Offeror's proposal.

The City reserves the right to modify the Contract to be consistent with the successful offer and to negotiate with the successful Offeror other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful Offeror a competitive advantage.

### **5.5     Contract Term**

The term of this contract shall be from commencement of services and until all services are rendered and all invoices postmarked by the City during said term shall be filled at the contract price.

### **5.6     Conflict of Interest**

If an Offeror has any existing client relationship that involves the City of Johns Creek, the Offeror must disclose each relationship.

### **5.7     Minority Business Policy**

It is the policy of the City of Johns Creek that minority business enterprises shall have a fair and equal opportunity to participate in the City purchasing process. Therefore, the City of Johns Creek encourages all minority business enterprises to compete for, win, and receive

contracts for goods, services, and construction. Also, the City encourages all companies to sub-contract portions of any City contract to minority business enterprises.

The City of Johns Creek, in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

## **5.8 ADA Guidelines**

The City of Johns Creek adheres to the guidelines set forth in the Americans with Disabilities Act. Offerors should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Offeror's Conference, if any. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

## **5.9 Compliance with Laws**

The Contractor will comply with all City, State of Georgia and Federal laws, rules, and regulations.

## **5.10 Governing Terms**

This RFP expressly limits acceptance to the terms stated below. Any additional or different terms proposed by Offeror and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Offeror's receipt of this contract, shall not be binding upon City. City's silence or acceptance of the Materials shall not constitute consent to such additional or different terms.

## **5.11 Ownership/Use/Copyright**

Except as otherwise may be stated on the reverse side, all rights, title and interest in and to the materials shall vest solely in City and, to the extent the materials are copyrightable subject matter, the materials shall be "works made for hire" under the United States copyright laws (17 U.S.C. § 101 *et. Seq.*). To the extent the materials are not copyrightable subject matter, or for any reason determined not to be "works made for hire", or if Offeror shall be deemed to have retained any rights in or to the materials, Offeror hereby irrevocably transfers and assigns to City in perpetuity and without additional consideration, all right, title and interest in and to such Materials.

## **5.12 Representations and Warranties**

Offeror represents and warrants that: (a) Offeror has full power and authority to perform its obligations hereunder and to deliver the Materials to City without the consent of any other person, and that the Materials shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Offeror shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the Materials shall comply with all such statutes, rules, regulations, and requirements in effect at the time of delivery to City; (c) If the Materials are articles of wearing apparel, interior furnishings, fabrics or related materials covered by the Federal Flammable Fabrics Act, or similar laws, the Materials are exempt from said laws or reasonable and representative tests have been made according to the procedures prescribed in Section 4 of the Federal Flammable Fabrics Act showing the Materials are not so highly flammable as to be dangerous; (d) Offeror shall perform its obligations hereunder in a good, professional and workmanlike manner, and in strict accordance with City's specifications and the terms hereof; and (e) the Materials shall be free from defects in design or workmanship.

## **5.13 Indemnification**

The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

## **5.14 Corrections/Credits**

At City's option, Offeror shall either issue an appropriate credit or undertake, at Offeror's sole cost, corrections to materials made necessary by reason of Offeror's failure to follow City's specifications or Offeror's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.

## **5.15 Insurance**

The successful contractor shall carry adequate insurance on workmen and equipment to satisfy any claim filed against the company and hold the City of Johns Creek harmless. The following insurance requirements apply:

Commercial General Liability: The successful contractor shall procure and maintain, during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence written on a "Broad" base of coverage. The City of John's Creek, GA, its elected and appointed officials, employees, volunteers, boards, and authorities shall be named as an "Additional Insured" on this policy.

Workers' Compensation: The successful contractor shall procure and maintain, during the life of this contract, statutory Workers' Compensation benefits as required by the State of Georgia, and Employers' Liability Coverage with limits of liability of not less than \$500,000 each accident, and \$500,000 each employee for injury by disease.

Motor Vehicle Liability: The successful contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance with liability limits of not less than \$1,000,000 per occurrence, Bodily Injury and Property Damage. The City of Johns Creek, GA (as outlined above) shall be named as an "Additional Insured" on this policy.

Professional Liability Insurance: The successful contractor shall procure and maintain Professional Liability Insurance during the life of this contract with limits of liability not less than \$1,000,000 per claim. This policy should extend protection for at least five (5) years after the project is completed. The certificate holder is to be issued to:

**City of Johns Creek Purchasing Department  
12000 Findley Road, Suite 400  
Johns Creek, Georgia 30097**

The RFP Package number should be referenced in the description of operations. The certificates may be faxed to the attention of Mr. John Henderson at 678-512-3244.

Cancellation Notice: Each of the above-mentioned policies should have an endorsement stating the following: At least forty-five days Advance Written Notice of Cancellation, Non-renewal Reduction and/or Material Change shall be sent to: City of Johns Creek Purchasing Department, 12000 Findley Road, Suite-400, Johns Creek, Georgia 30097.

Proof of Insurance: The awarded contractor will provide a current Certificate of Insurance, reflecting at least all required (minimum) insurance amounts. The Certificate of Insurance should state that coverage provided is primary to any other coverage available to City of Johns Creek, GA. The Contractor should provide the Certificate of Insurance to the Project Manager at the same time the contractor provides four signed copies of the agreed upon contract. In addition, the contractor shall list the RFP Pkg. number and the title of the awarded project on the Certificate. The contractor is responsible for assuring that all Sub-Contractors have these minimum limits of insurance, as described above, or else are added as Additional Insureds to their own policies.

## **5.16 Rejection and Approval Rights**

City reserves the right to reject and not pay for Materials not delivered in strict accordance with the terms hereof, including timely delivery which is of the essence. If approval rights of

City are to be limited in any way, such limitations(s) must be noted on the reverse side or in a separate, written agreement signed by an authorized representative of City.

#### **5.17 Risk of Loss**

Title to the Materials and liability for risk of loss or damage to the Materials shall remain with Offeror until the Materials are delivered to and accepted by City.

#### **5.18 Cancellation**

City may cancel the associated purchase orders at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Offeror. In such event, in lieu of the price(s) specified on the reverse hereof, Offeror shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Offeror and any direct non-cancelable committed costs theretofore committed by Offeror, as directly relating to the performance of Offeror's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.

#### **5.19 Independent Contractor**

Offeror shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Offeror shall have no authority to contract for or bind City in any manner.

#### **5.20 No Assignment**

Offeror may not assign the contract or any of its rights or responsibilities hereunder, without City's prior written consent.

#### **5.21 Audit**

Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Offeror which pertain to Offeror's fulfillment of this RFP and charge therefore.

#### **5.22 Attorney's Fees**

In the event of Offeror's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Offeror the reasonable attorney's fees and court costs incurred by City as a result of such breach.

#### **5.23 Miscellaneous**

(a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim

hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this RFP constitute the entire agreement between City and Offeror and supersedes all other oral or written proposals, purchase orders, invoices, agreements and communications between City and Offeror relating to the subject matter hereof. (e) No term of this RFP may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This RFP and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.

#### **5.24 Special Stipulations**

To the extent City attaches to this Order any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.



**EXHIBIT A  
SCHEDULE OF EVENTS**

<b>Event:</b>	<b>Date:</b>
Release of RFQ	10/19/16
Deadline for Written Questions	11/02/16
*Submit via E-Mail Only to Purchasing Manager: <a href="mailto:john.henderson@johnscreekga.gov">john.henderson@johnscreekga.gov</a>	
Offerors' Conference	N/A
Offerors' Conference	Location: City of Johns Creek 12000 Findley Rd., #400 Johns Creek, Ga. 30097 For Directions, Call John T. Henderson @ 678-512-3233
*Offerors' Conference Addendum (Transcript et al.)	
Responses Due (Opening Date)	<b>11/15/16 @ 2:00PM.</b>
Responses are due to:	City of Johns Creek Purchasing Office Re: 16-306 12000 Findley Rd. #400 Johns Creek, Ga. 30097
Tech Evaluation Complete	11/23/16
Oral Presentations (On/about)	TBD
Evaluation Complete (On or About)	11/28/16
Contract Award (On/about)	11/30/16

**EXHIBIT B**  
**FINANCIAL PROPOSAL**

Offeror Name: \_\_\_\_\_

See price list Section 3:

## EXHIBIT C

### IMMIGRATION AND SECURITY FORM

#### CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Johns Creek has registered with and is participating in a federal work authorization program\* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 989-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the City of Johns Creek, contractor will secure from such subcontractors(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Johns Creek at the time of the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / Basic Pilot Program\* User Identification Number

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Contractor Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 201\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires:\_\_\_\_\_

\*As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/ Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

## Affidavit Verifying Lawful Presence Within the United States

I, (print name) \_\_\_\_\_, swear or affirm under penalty of perjury that (*check one*):

☐ I am a United States citizen or legal permanent resident 18 years of age or older;  
or

☐ I am a qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older lawfully present in the United States.

*Alien Registration Number:* \_\_\_\_\_

I am applying for the public benefit of contracting with the City of Johns Creek, Georgia to provide products or services.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that knowingly and willfully making a false, fictitious, or fraudulent statement of representation in this affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

\_\_\_\_\_  
Print Name of Applicant

\_\_\_\_\_  
Position Title (if applicable)

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Subscribed and sworn to before me on**

**this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

\_\_\_\_\_  
(Clerk/Notary Public)

**My commission expires:** \_\_\_\_\_